IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

THE HON'BLE SRI JUSTICE C.V.RAMULU

W.P.NO.1447 OF 1995
DATED 18-1-2007

BETWEEN
S.V.Venugopala Rao

.. PETITIONER

And

The Girijan Co-op. Corporation Ltd.,
Represented by its Vice Chairman
and Managing Director, Visakhapatnam.
and another.

…RESPONDENTS

THE HON'BLE SRI JUSTICE C.V.RAMULU

WRIT PETITION NO.1447 of 1995

ORDER:

This writ petition is filed seeking a Mandamus directing the respondents to regularize the services of the petitioner as Herbarium Keeper in the regular scale of pay with all attendant benefits.

The petitioner was initially appointed as a Harbarium Keeper with the 1st respondent Corporation for a period of one year with effect from 27.1.1995 on a consolidated pay of Rs.1700/- per month. Thereafter, the contract was extended twice for a period of one year each. It appears that thereafter the Girijan Gum Pickers themselves formed a welfare organization known as Kovel Foundation and on his own representation, the petitioner was shifted to work in the Kovel Foundation from February, 1994. There, he worked till December, 1994 and as the foundation was not paying him any salary, he filed the present writ petition seeking regularization of his services by the respondent Corporation.

A detailed counter affidavit has been filed on behalf of the respondents wherein it is asserted that the appointment of the petitioner with effect from 27.1.1991 was purely temporary and was liable to be terminated at any time without assigning any reasons and further it was a contract appointment for a period of one year, which was extended twice for one year each and in fact when there was no work available, on his own request, he was permitted to join Kovel foundation, which was formed by the tribal gum pickers association in the tribal area. The Kovel foundation is purely a voluntary organization registered by the Girijan Gum Pickers for their common cause and to take up developmental activities for the tribals. The foundation has come forward to maintain Harbarium and to take up further activities and as part of maintaining Harbarium, it was resolved to utilize the services of the petitioner on payment of monthly salary/honororium of

Rs.1800/- per month. The petitioner also gave his consent to associate with them on mutually agreed terms. As per the agreed terms, Kovel foundation has to maintain Harbarium at Visakhapatnam and payment of honororium to the petitioner and other consultants was the responsibility of the Kovel foundation itself. The petitioner is neither working with the respondents nor they have any liability to regularise the services of the petitioner.

From the above, it appears that the petitioner is no more in the services of the Girijan Cooperative Corporation Limited, Visakhapatnam and on formation of Kovel Foundation, the petitioner was himself shifted on his own to work with Kovel Foundation as Harbarium Keeper since February 1994. Till December 1994, he worked with the foundation. It cannot, therefore, be said that the respondents are liable to consider regularisation of the services of the petitioner. The writ petition is devoid of merits and it is accordingly dismissed.

However, this will not preclude the petitioner from working out his remedies as available to him under law.

C.V.RAMULU,J

Dated 18.1.2007
msv